

Amend Section 87101 to read:

**87101                    DEFINITIONS**

**87101**

(a)     (1) (Continued)

(2) "Admission Agreement" includes all documents that a resident or resident's representative must sign at the time of, or as a condition of, admission.

**HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.880 provides:

(a) For purposes of this section, an "admission agreement" includes all documents that a resident or his or her representative must sign at the time of, or as a condition of, admission to a residential care facility for the elderly licensed under this chapter.

(b) The admission agreement shall not include any written attachment containing any provision that is prohibited from being included in the admission agreement.

**HANDBOOK ENDS HERE**

(~~23~~) (Continued)

(~~34~~) (Continued)

(~~45~~) (Continued)

(~~56~~) (Continued)

(~~67~~) (Continued)

(~~78~~) (Continued)

(~~89~~) (Continued)

(~~910~~) (Continued)

(b)     (1) (Continued)

(2) "Basic Services," as defined in Health and Safety Code section 1569.312, means those services required to be provided by the facility in order to obtain and maintain

a license and include, in such combinations as may meet the needs of the residents and be applicable to the type of facility to be operated, the following: safe and healthful living accommodations; personal assistance and care; observation and supervision; planned activities; food service; and arrangements for obtaining incidental medical and dental care.

### **HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.312 provides:

Every facility required to be licensed under this chapter shall provide at least the following basic services:

- (a) Care and supervision as defined in Section 1569.2.
- (b) Assistance with instrumental activities of daily living in the combinations which meet the needs of residents.
- (c) Helping residents gain access to appropriate supportive services, as defined, in the community.
- (d) Being aware of the resident's general whereabouts, although the resident may travel independently in the community.
- (e) Monitoring the activities of the residents while they are under the supervision of the facility to ensure their general health, safety, and well-being.
- (f) Encouraging the residents to maintain and develop their maximum functional ability through participation in planned activities.

### **HANDBOOK ENDS HERE**

(c) (1) (Continued)

(10) "Community Care Facility" means any facility, place or building providing nonmedical care and supervision, as defined in Section 87101 (c) (23).

(11) (Continued)

(d) (Continued)

(h) (1) (Continued)

(6) "Hospice or Hospice Agency" means an entity which provides hospice services to

terminally ill persons, is Medicare certified for hospice, and holds either a Hospice license or a Home Health Agency license from the California Department of Public Health–Services. Any organizations, appropriately skilled professionals, or other professional persons or entities that are subcontracted by the hospice or hospice agency for the provision of specified hospice services to the resident are included within the definition. The hospice agency providing services in an RCFE shall not subcontract with the licensee or any facility staff for the provision of services.

(7) (Continued)

(i) (Continued)

(n) (1) (Continued)

(4) "Nonrecurring Lump-Sum Assessment" is defined in Health and Safety Code Section 1569.655(b).

### **HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.655(b) provides in relevant part:

"...For purposes of this subdivision, 'nonrecurring lump-sum assessments' mean rate increases due to unavoidable and unexpected costs that financially obligate the licensee..."

### **HANDBOOK ENDS HERE**

(45) (Continued)

(o) (Continued)

(p) (1) (Continued)

(3) "Preadmission Fee" is defined in Health and Safety Code section 1569.651(e) as an application fee, processing fee, admission fee, entrance fee, community fee or other fee, however designated, that is requested or accepted by a licensee of a residential care facility for the elderly prior to admission.

(34) (Continued)

(45) (Continued)

(56) (Continued)

(q) (Continued)

(r) (1) (Continued)

(3) "Representative" means an individual who has authority to act on behalf of the resident; including but not limited to, a conservator, guardian, person authorized as agent in the resident's valid advance health care directive, the resident's spouse, registered domestic partner, or family member, a person designated by the resident, or other surrogate decisionmaker designated consistent with statutory and case law.

~~(34)~~ (Continued)

~~(45)~~ (Continued)

~~(56) "Responsible Person" means "Representative," as defined in Section 87101(r)(3), for purposes of these regulations and applicable statutes, that individual or individuals, including a relative, health care surrogate decision maker, or placement agency, who assist the resident in placement or assume varying degrees of responsibility for the resident's well being.~~

~~(67)~~ (Continued)

(s) (1) (Continued)

(u) (1) (Continued)

(B) Gloves

1. (Continued)

2. (Continued)

(i) (Continued)

(ii) (Continued)

~~(iviii)~~ (Continued)

(C) (Continued)

(2) (Continued)

(A) A facility which is "providing care and supervision" as defined in ~~S~~section 87101(c)(~~23~~) includes, but is not limited to, one in which an individual has been placed by a placement agency or family members.

(B) (Continued)

(v) (Continued)

Authority cited: Sections 1569.23, 1569.30, 1569.616 and 1569.698, Health and Safety Code.

Reference: 42 CFR 418.3; Sections 1569.1, 1569.2, 1569.5, 1569.10, 1569.145, 1569.15, 1569.153, 1569.157, 1569.158, 1569.17, 1569.19, 1569.191, 1569.193, 1569.20, 1569.21, 1569.23, 1569.31, 1569.312, 1569.33, 1569.38, 1569.44, 1569.47, 1569.54, 1569.616, 1569.626, 1569.651, 1569.655, 1569.699, 1569.73, 1569.74, 1569.82, 1569.880, 1771 and 1797.196, Health and Safety Code; Sections 5350 and 15610.13, Welfare and Institutions Code; and Sections 1500, 1800 and 4780, Probate Code.

Amend Section 87464 to read:

**87464 BASIC SERVICES**

**87464**

(a) (Continued)

(f) Basic services shall at a minimum include:

- (1) Care and supervision as defined in Section 87101(c)(3) and Health and Safety Code section 1569.2(c).

**HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.2(c) provides:

(c) "Care and supervision" means the facility assumes responsibility for, or provides or promises to provide in the future, ongoing assistance with activities of daily living without which the resident's physical health, mental health, safety, or welfare would be endangered. Assistance includes assistance with taking medications, money management, or personal care.

**HANDBOOK ENDS HERE**

(~~1~~2) (Continued)

(~~2~~3) (Continued)

(~~3~~4) (Continued)

(~~4~~5) (Continued)

(~~5~~6) (Continued)

(~~6~~7) (Continued)

Authority cited: Section 1569.30, Health and Safety Code.

Reference: Sections 1569.1, 1569.2, 1569.31, 1569.312 and 1569.313, Health and Safety Code; and Section 12350, Welfare and Institutions Code.

Amend Section 87507 to read:

**87507      ADMISSION AGREEMENTS**

**87507**

- (a) The licensee shall complete an individual written admission agreement, as defined in Section 87101(a), with each resident and that or the resident's responsible person or conservator representative, if any.

(1) The text of the admission agreement, including any attachments and modifications, shall be:

(A) Printed in black type of not less than 12-point type size, on plain white paper. The print shall appear on one side of the paper only.

(B) Written in clear, understandable, coherent, and unambiguous language, using words with common and everyday meanings, and shall be appropriately divided with each section appropriately titled.

- (b) The licensee shall complete and maintain in the resident's file a Telecommunications Device Notification form (LIC 9158, ~~5/97~~ 11/04) for each resident whose pre-admission appraisal or medical assessment indicates he/she is deaf, hearing-impaired, or otherwise disabled in accordance with Public Utilities Code sections 2881(a) and (c).

~~(c) Agreements shall specify the following:~~

~~(1) Basic services to be made available.~~

~~(2) Optional services which are available.~~

~~(3) Payment provisions, including the following:~~

~~(A) Basic services rate, including any exempt income allowance, if the resident agrees to such charge.~~

~~(B) Optional services costs.~~

~~(C) Payor.~~

~~(D) Due date.~~

~~(E) Funding source, provided that the resident may refuse to disclose such source.~~

~~(4) Modification conditions, including requirement for provision of at least 30 days prior written notice to the resident of any basic rate change, or for SSI/SSP rate changes, as soon as the facility is notified.~~

~~(A) Agreements involving persons whose care is funded at government prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modifications.~~

~~(5) Refund conditions:~~

~~(A) When the Department orders relocation of a resident under the provisions of Section 87612(a), the resident shall not be held responsible for meeting any advance notice~~

- ~~requirement imposed by the licensee in the admission agreement. The licensee shall refund any money to which the resident would have been entitled had notice been given as required by the admission agreement.~~
- ~~(6) That the department or licensing agency has the authority to examine residents' records as a part of their evaluation of the facility.~~
  - ~~(7) General facility policies which are for the purpose of making it possible for residents to live together.~~
  - ~~(8) Those actions, circumstances, or conditions specified in Section 87224, Eviction Procedures, which may result in the resident's eviction from the facility. Except for general facility policies developed pursuant to Section 87224(a)(3), the eviction provisions shall not be modified.~~
  - ~~(9) The facility's policy concerning family visits and other communication with residents, pursuant to Health and Safety Code Section 1569.313.~~
  - ~~(10) Other conditions under which the agreement may be terminated.~~
- (c) Admission agreements shall be signed and dated, acknowledging the contents of the document, by the resident or the resident's representative, if any, and the licensee or the licensee's designated representative no later than seven days following admission. Attachments to the agreement may be utilized as long as they are also signed and dated as prescribed above.
  - (d) ~~If additional services are available through the facility to be purchased by the residents, such as cosmetology, and these are not specified in the admission agreement, a list of these services and charges shall be posted in a location accessible to residents.~~
  - (e) ~~Such agreements shall be dated and signed, acknowledging the contents of the document, by the resident and the resident's responsible person or conservator and the licensee or the licensee's designated representative no later than seven days following admission. Attachments to the agreement may be utilized as long as they are also dated and signed.~~
  - ~~(f)(d)~~ The licensee shall retain in the resident's file the original of the initial signed and dated admission agreement and all subsequent signed and dated modifications. This does not apply to rate increases which have specific notification requirements as specified in Health and Safety Code section 1569.655.
  - ~~(4)(e)~~ The licensee shall provide a copy of the signed and dated current admission agreement, and all subsequent signed and dated modifications, to the resident and/or the resident's responsible person or conservator representative, if any, immediately upon signing the admission agreement or modification. The licensee shall provide additional copies to the resident or resident's representative upon request.
  - (1) The licensee shall provide blank copies of the most current approved admission agreement, modifications and attachments immediately to the public upon request. The licensee may charge fees at cost for copying or mailing the admission agreement.



(2) The licensee shall conspicuously post in a location accessible to public view in the facility a complete copy of the approved admission agreement, modifications and attachments, or notice of their availability from the facility.

~~(g)(f)~~ The licensee shall comply with all applicable terms and conditions set forth in the admission agreement, including all modifications and attachments. No written or oral contract with any other person shall release the licensee from responsibility for provision of safe and healthful facilities, equipment, and accommodations.

(g) Admission agreements shall specify the following:

(1) Basic services, as defined in Section 87101(b), to be made available.

(2) Additional items and services which are available.

(3) Payment provisions, including the following:

(A) Rate for all basic services which the facility is required to provide in order to obtain and maintain a license. Basic services rate(s), including:

1. A comprehensive description of any items and services provided under a single fee, such as monthly fee for room, board and other items and services shall be listed.
2. A comprehensive description of and the corresponding fee schedule for all basic services not included in the single fee shall be listed.
3. Exempt-income-allowance may be included if the resident agrees to such charge.

(B) Rate for additional items and services, including:-

1. A comprehensive description of and the corresponding fee schedule for all additional items and services not included in the fees for basic services shall be listed.
2. A separate charge for an item or service may be assessed only if that charge is included in and authorized by the admission agreement.
3. A statement acknowledging any additional items and/or services that the resident refused to purchase at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, and attached to the admission agreement.

4. If the licensee offers additional items and/or services that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's representative.
5. A statement acknowledging the acceptance or refusal to purchase additional services that were not available at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, shall be attached to the admission agreement.
6. The use of third-party services within the facility shall be explained as they are related to the resident's service plan, including but not limited to, ancillary health, and medical services, how they may be arranged, accessed and monitored, any restrictions on third-party services, and who is financially responsible for the third-party services.

(C) Any fee that is charged prior to or after admission, shall be clearly specified.

1. If a licensee charges a preadmission fee, the licensee must provide the applicant or his or her representative with a written general statement describing all costs associated with the preadmission fee charges and stating that the preadmission fee is refundable, and describing conditions for the refund.
2. Only one preadmission fee, as defined in Section 87101(p), may be charged per resident admission.
3. A recipient under the State Supplementary Program for the Aged, Blind and Disabled Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be required to pay any form of preadmission fee or deposit.
4. A licensee shall not require, request, or accept any funds from a resident or a resident's representative, if any, that constitutes a deposit against any possible damages by the resident.

(D) Payor of all items and services.

(E) Due Date.

(F) Funding source, provided that the resident may refuse to disclose such source.

- (G) A comprehensive description of billing and payment procedures.
- (H) A provision indicating that an itemized monthly statement that lists all separate charges incurred by the resident that are collected by the facility shall be provided to the resident or the resident's representative, if any.
- (4) Modification conditions, including the requirement for the provision of at least 60 days prior written notice to the resident of any rate or rate structure change, or as soon as the licensee is notified of SSI/SSP rate changes.
  - (A) Admission agreements involving persons whose care is funded at government-prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modifications.
  - (B) The conditions under which a licensee may increase or change rates shall be specified in the admission agreement, pursuant to Health and Safety Code sections 1569.655 and 1569.657.

### **HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.655 provides:

- (a) If a licensee of a residential care facility for the elderly increases the rates of fees for residents or makes increases in any of its rate structures for services, the licensee shall provide no less than 60 days' prior written notice to the residents or the residents' representatives setting forth the amount of the increase, the reason for the increase, and a general description of the additional costs, except for an increase in the rate due to a change in the level of care of the resident. This subdivision shall not apply to optional services that are provided by individuals, professionals, or organizations under a separate fee-for-service arrangement with residents.
- (b) No licensee shall charge nonrecurring lump-sum assessments. The notification requirements contained in subdivision (a) shall apply to increases specified in this subdivision. For purposes of this subdivision, "nonrecurring lump-sum assessments" mean rate increases due to unavoidable and unexpected costs that financially obligate the licensee. In lieu of the lump-sum payment, all increases in rates shall be to the monthly rate amortized over a 12-month period. The prohibition against a lump-sum assessment shall not apply to charges for specific goods or services provided to an individual resident.
- (c) If a licensee increases rates for a recipient under the State Supplementary Program for the Aged, Blind and Disabled, described in Article 5 (Commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code, the licensee shall meet the requirements for SSI/SSP rate increases, as prescribed by law.

- (d) This section shall not apply to licensees of residential care facilities for the elderly that have obtained a certificate of authority to offer continuing care contracts, as defined in paragraph (5) of subdivision (c) of Section 1771.

Health and Safety Code section 1569.657 provides:

- (a) For any rate increase due to a change in the level of care of the resident, the licensee shall provide the resident and the resident's representative, if any, written notice of the rate increase within two business days after initially providing services at the new level of care. The notice shall include a detailed explanation of the additional services to be provided at the new level of care and an accompanying itemization of the charges.
- (b) This section shall not apply to any resident of the facility who is a recipient of benefits pursuant to Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code under the State Supplementary Program for Aged, Blind and Disabled.
- (c) This section shall not apply to a provider who has entered into one or more continuing care contracts at a licensed residential care facility for the elderly pursuant to a certificate of authority, as defined in paragraph (5) of subdivision (c) of Section 1771.

#### **HANDBOOK ENDS HERE**

(5) Refund conditions.

- (A) Facility policy concerning refunds, including the conditions under which a refund for advanced monthly fees will be returned in the event of a resident's death, pursuant to Health and Safety Code section 1569.652.
1. Written notice, required pursuant to Health and Safety Code section 1569.652(d), must be made to the individual or entity contractually responsible for the payment of the resident's fees, if that individual or entity is not also the resident's responsible person or other individual or individuals as identified in the admission agreement.

#### **HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.652 provides in part:

- (a) A residential care facility for the elderly shall not require advance notice for terminating an admission agreement upon the death of a resident. No fees shall accrue once all personal property belonging to the deceased resident is removed from the living unit.

- (b) Upon the death of a resident, a licensee shall not impede the removal of the resident's personal property from the facility during reasonable hours by an individual or individuals authorized by the resident or the resident's responsible person, as identified in the admission agreement or attachment, or by a court-appointed executor or administrator of the decedent's estate, if applicable.
- (c) A refund of any fees paid in advance covering the time after the resident's personal property has been removed from the facility shall be issued to the individual, individuals, or entity contractually responsible for the fees or, if the deceased resident paid the fees, to the resident's estate, within 15 days after the personal property is removed.
- (d) If fees are assessed while a resident's personal property remains in a unit after the resident is deceased, a licensee shall, within three days of becoming aware of the resident's death, provide to the resident's responsible person, or other individual or individuals as identified in the admission agreement or attachment, written notice of the facility's policies regarding contract termination upon death and refunds.

#### **HANDBOOK ENDS HERE**

- (B) When the Department orders relocation of a resident under the provisions of Section 87223, the resident shall not be held responsible for meeting any advance notice requirement imposed by the licensee in the admission agreement. The licensee shall refund any money to which the resident would have been entitled had notice been given as required by the admission agreement.
- (C) The licensee shall refund any prepaid monthly fees to a resident or the resident's representative, if any, as follows:
  - 1. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license or the licensee abandons the facility.
  - 2. If there is a change of use of the facility pursuant to Section 87224(a)(5).
- (D) The refund of prepaid monthly fees for any condition listed in (C)1. and (C)2. above shall be given as specified below:
  - 1. If the resident provides notice five days before the resident leaves the facility, the proportional daily amount of any prepaid monthly fee(s) shall

be refunded at the time the resident leaves the facility and the unit is vacated.

2. If the resident does not provide the above 5-day notice the licensee shall refund a proportional daily amount of any prepaid monthly fee(s) within seven days from the date that the resident leaves the facility and the unit is vacated.

(E) Preadmission fees shall be refunded according to the following conditions:

1. A 100 percent refund of a preadmission fee shall be provided to an applicant or the applicant's representative if:
  - a. The applicant decides not to enter the facility prior to the facility completing a preadmission appraisal as defined in Section 87457.
  - b. The licensee fails to provide full written disclosure of preadmission fee charges and refund conditions.
2. Unless Section 87507(g)(5)(E)1. applies, paid preadmission fees that are greater than five hundred dollars (\$500) shall be refunded to an applicant, resident, or the applicant/resident's representative in the following manner:
  - a. A refund of at least 80 percent of the preadmission fee in excess of \$500 shall be provided if the applicant does not enter the facility after a preadmission appraisal is conducted, or the resident leaves the facility for any reason during the first month of residency.
  - b. A refund of at least 60 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the second month of residency.
  - c. A refund of at least 40 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the third month of residency.
  - d. If the resident has lived in the facility for four or more months, the licensee may, but is not required to, make a refund of the preadmission fee.
3. Notwithstanding Section 87507(g)(5)(E)1., paid preadmission fees greater than five hundred dollars (\$500) shall be refunded to a resident or the resident's representative as follows:

- a. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license, the licensee abandons the facility, or if there is a change of use of the facility pursuant to Section 87224(a)(5):
  - i. A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice.
  - ii. A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice.
  - iii. A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than 18 months before the eviction notice.
  - iv. A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than 25 months before the eviction notice.
  - v. No preadmission refund is required if preadmission fees were paid 25 months or more before the eviction notice.
- b. If a resident transfers from the facility due to a notice of temporary suspension or revocation of a license, paid preadmission fees shall be refunded as specified in Health and Safety Code Section 1569.525(f).

### **HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.525(f) provides:

- (f)(1) Notwithstanding Section 1569.651 or any other law, for paid preadmission fees, a resident who transfers from the facility due to the notice of temporary suspension or revocation of a license pursuant to this section is entitled to a refund in accordance with all of the following:
  - (A) A 100-percent refund if preadmission fees were paid within six months of either notice of closure required by this section.
  - (B) A 75-percent refund if preadmission fees were paid more than six months, but not more than 12 months, before either notice required by this section.

- (C) A 50-percent refund if preadmission fees were paid more than 12 months, but not more than 18 months, before either notice required by this section.
- (D) A 25-percent refund if preadmission fees were paid more than 18 months, but not more than 25 months, before either notice required by this section.
- (2) A preadmission fee refund is not required if preadmission fees were paid 25 months or more before either notice required by this section.
- (3) The preadmission fee refund required by this paragraph shall be paid within 15 days of issuing either notice required by this section. In lieu of the refund, the resident may request that the licensee provide a credit toward the resident's monthly fee obligation in an amount equal to the preadmission fee refund due.
- (4) If a resident transfers from the facility due to the revocation of a license, and the resident gives notice at least five days before leaving the facility, or if the transfer is due to a temporary suspension of the license order, the licensee shall refund to the resident or his or her legal representative a proportional per diem amount of any prepaid monthly fees at the time the resident leaves the facility and the unit is vacated. Otherwise the licensee shall pay the refund within seven days from the date that the resident leaves the facility and the unit is vacated.

#### **HANDBOOK ENDS HERE**

- c. Refunds required by Section 87507(g)(5)(E)3. shall be paid within 15 days of issuing the notice. The resident may request that the licensee provide a credit towards the resident's monthly fees in lieu of the preadmission fee refund.
- (6) The Department or licensing agency's authority to examine residents' records as a part of their evaluation of the facility.
- (7) The facility's policy concerning family visits and other communication with residents, pursuant to Health and Safety Code section 1569.313.

#### **HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.313 provides ~~that~~in part:

~~...This~~ "The facility's policy concerning family visits and communication shall be designed to encourage regular family involvement with the resident client and shall provide ample opportunities for family participation in activities at the facility."

#### **HANDBOOK ENDS HERE**



- (8) General facility policies that are for the purpose of making it possible for residents to live together.
  - (A) All facility policies shall be reasonable, and shall not violate any applicable rights, laws or regulations.
  - (B) Procedures for residents to suggest changes to facility policies shall be specified.
- (9) Notification of the availability of the facility grievance procedure(s) to address and resolve resident complaints regarding facility practices.
- (10) The requirements pertaining to the involuntary transfer or eviction of residents, including:
  - (A) The actions, circumstances, or conditions listed in Section 87224, Eviction Procedures, that may result in the resident's eviction from the facility. Except for general facility policies developed pursuant to Section 87224(a)(3), the eviction provisions shall not be modified.
  - (B) Only those grounds specified under state law or regulation that allow for an involuntary transfer or eviction of a resident. Grounds not specified under state law or regulation shall not be included.
  - (C) The justification, worded exactly as shown in the applicable state law or regulation, that permits an eviction.
  - (D) An explanation of the resident's right to notice prior to an involuntary transfer, discharge, or eviction as specified in Health and Safety Code sections 1569.682 and 1569.683.
  - (E) The process by which the resident may file a complaint with the department regarding the eviction as specified in Health and Safety Code sections 1569.682(a)(2)(E) and 1569.683(a)(3).
  - (F) The relocation assistance offered by the licensee.
  - (G) The rights of the resident and the responsibilities of the licensee regarding closure plans, relocation evaluations and assistance, and providing notice when a licensee evicts residents as specified in Health and Safety Code sections 1569.682 and 1569.683.

## **HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.682 provides in part:

- (a) A licensee of a licensed residential care facility for the elderly shall, prior to transferring a resident of the facility to another facility or to an independent living arrangement as a result of the forfeiture of a license, as described in subdivision (a), (b), or (f) of Section 1569.19, or a change of use of the facility pursuant to the department's regulations, take all reasonable steps to transfer affected residents safely and to minimize possible transfer trauma, and shall, at a minimum, do all of the following:
  - (1) Prepare, for each resident, a relocation evaluation of the needs of that resident, which shall include both of the following:
    - (A) Recommendations on the type of facility that would meet the needs of the resident based on the current service plan.
    - (B) A list of facilities, within a 60-mile radius of the resident's current facility, that meet the resident's present needs.
  - (2) Provide each resident or the resident's responsible person with a written notice no later than 60 days before the intended eviction. The notice shall include all of the following:
    - (A) The reason for the eviction, with specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reasons.
    - (B) A copy of the resident's current service plan.
    - (C) The relocation evaluation.
    - (D) A list of referral agencies.
    - (E) The right of the resident or resident's legal representative to contact the department to investigate the reasons given for the eviction pursuant to Section 1569.35.
    - (F) The contact information for the local long-term care ombudsman, including address and telephone number.
  - (3) Discuss the relocation evaluation with the resident and his or her legal representative within 30 days of issuing the notice of eviction.

- (4) Submit a written report of any eviction to the licensing agency within five days.
- (5) Upon issuing the written notice of eviction, a licensee shall not accept new residents or enter into new admission agreements.

Health and Safety Code section 1569.683 provides:

- (a) In addition to complying with other applicable regulations, a licensee of a residential care facility for the elderly who sends a notice of eviction to a resident shall set forth in the notice to quit the reasons relied upon for the eviction, with specific facts to permit determination of the date, place, witnesses, and circumstances concerning those reasons. In addition, the notice to quit shall include all of the following:
  - (1) The effective date of the eviction.
  - (2) Resources available to assist in identifying alternative housing and care options, including public and private referral services and case management organizations.
  - (3) Information about the resident's right to file a complaint with the department regarding the eviction, with the name, address, and telephone number of the nearest office of community care licensing and the State Ombudsman.
  - (4) The following statement: "In order to evict a resident who remains in the facility after the effective date of the eviction, the residential care facility for the elderly must file an unlawful detainer action in superior court and receive a written judgment signed by a judge. If the facility pursues the unlawful detainer action, you must be served with a summons and complaint. You have the right to contest the eviction in writing and through a hearing."
- (b) The licensee, in addition to either serving a 30-day notice, or seeking approval from the department and serving three days notice, on the resident, shall notify, or mail a copy of the notice to quit to, the resident's responsible person.

### **HANDBOOK ENDS HERE**

- (11) Other conditions under which the agreement may be terminated.
- (12) A resident's right to contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.

- (h) The admission agreement shall not contain the following:
- (1) Any provision that is prohibited from being included in the admission agreement.
  - (2) Written or oral agreements to waive facility responsibility or liability for the health, safety or the personal property of residents, or the provision of safe and healthful facilities, equipment and accommodations.
  - (3) Any provision that the facility knows or should know is deceptive or unlawful under applicable state or federal law.
  - (4) Any provision that violates the rights of any residents including but not limited to those specified in Section 87468 and in Health and Safety Code section 1569 et seq.
- ~~(h)(i)~~ (i) The admission agreement shall not require advance notice for its termination upon be automatically terminated by the death of the resident, whose relatives shall not be liable for any payment beyond that due at the date of death, unless agreed to in writing or ordered by the court.
- ~~(h)(j)~~ (j) No licensee shall enter into any continuing care contract with any person without approval by the Department in accordance with Health and Safety Code, Chapter 10, Division 2.
- (k) The admission agreement shall be reviewed at the time of the compliance visit and in response to a complaint involving the admission agreement.
- (l) The licensee shall attach a copy of applicable resident's rights specified by law or regulation to all admission agreements, and shall include information on the reporting of suspected or known elder and dependent abuse, as set forth in Health and Safety Code Section 1569.889.

Authority cited: Section 1569.30, Health and Safety Code.

Reference: Sections 1569.1, 1569.2, 1569.159, 1569.31, 1569.312, 1569.313, and 1569.525, 1569.54, 1569.651, 1569.652, 1569.655, 1569.657, 1569.682, 1569.880, 1569.881, 1569.882, 1569.883, 1569.884, 1569.885, 1569.886, 1569.887, 1569.888, and 1569.889, Health and Safety Code.

Amend Section 87706 to read:

**87706 ADVERTISING DEMENTIA SPECIAL CARE, PROGRAMMING, 87706  
AND ENVIRONMENTS**

(a) (Continued)

(1) (Continued)

(3) The admission agreement, as specified in Section 87507(~~ec~~), shall inform the resident or representative and the resident's responsible person, if any, or the conservator, that the facility features, as specified in Section 87706(a)(2), are described in the facility's plan of operation and that the plan of operation is available for review upon request.

(4) (Continued)

(5) The licensee shall provide a description of program and services, as specified in Health and Safety Code section 1569.628.

**HANDBOOK BEGINS HERE**

Health and Safety Code section 1569.628 provides:

A licensee of a residential care facility for the elderly that advertises or promotes special care, programming, or environments for persons with a health related condition, except as specified in Section 1569.72, shall provide to each prospective resident an accurate narrative description of these programs and services. The description shall be provided in writing prior to admission. All reasonable efforts shall be made to communicate the information in the narrative description to a person who is unable to read it himself or herself, including, but not limited to, reading the description out loud.

**HANDBOOK ENDS HERE**

(b) (Continued)

Authority cited: Section 1569.30, Health and Safety Code.

Reference: Sections 1569.15, 1569.22, 1569.31, 1569.312, 1569.33, 1569.355, 1569.62, 1569.625, 1569.626, ~~and 1569.627~~ and 1569.628, Health and Safety Code.